

## WEBSITE TERMS & CONDITIONS

### Agreement:

By accessing Rand Refinery's website, you unconditionally agree to the terms and conditions contained below. Should you not agree with any of these terms and conditions, please exit this website immediately.

### Definitions:

In these terms and conditions the following words and expressions shall have the meanings assigned to them unless the context otherwise requires:

**"Intellectual Property Rights"** means trademarks, copyright, database rights and other intellectual property rights;

**"Public Material"** means the Website Material freely accessible by the general public;

**"Rand Refinery"** means Rand Refinery (Pty) limited, with its registered address at Refinery Road, Industries West, Germiston, 1400. South Africa;

**"Restricted Material"** means the Website Material reserved for and accessible by Rand Refinery's customers only;

**"Website Material"** means the material displayed on or via this website, which expression may include text, graphics, audio, photo or video content.

### Ownership:

The Intellectual Property Rights for the Website Material is owned by or licensed to Rand Refinery or the owners of third party websites. These Intellectual Property Rights are protected by the laws of the Republic of South Africa as well as those countries in which they have been registered, international treaties and all other applicable copyright and intellectual property laws. You agree to respect Rand Refinery's Intellectual Property Rights and those of third parties.

### Copying:

(a) You are authorised to download any number of copies of the Public Material for your own personal, private, non-commercial use and may make such copies available to third parties provided that (i) you acknowledge the source (ii) you do not remove or amend any trademark, copyright or other ownership notice and (iii) each recipient agrees to these terms and conditions.

(b) The following activities are prohibited without Rand Refinery's express prior written permission:

(i) The deployment within the website of any spider, robot, web crawler or other automated query program.

(ii) The re-use and/or aggregation of a substantial or significant part of the Website Material in the provision of a commercial service.

(c) The copying and use of third party website material accessed via this website is governed by the terms of use applicable to the third party site, which you have accessed.

**Postings:**

To the extent that portions of this website (for example, "chat rooms" or "bulletin boards") provide users an opportunity to post and exchange information, ideas and opinions ("Postings"), the following provisions shall apply:

(a) Rand Refinery does not screen, edit or review postings prior to their appearance on this website and Postings do not necessarily reflect Rand Refinery's views. To the fullest extent permitted by applicable laws, Rand Refinery hereby excludes all responsibility and liability for the Postings or for any losses or expenses resulting from their use and/or appearance on this website.

(b) You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain and that such Postings shall not infringe any ownership or other rights of third parties, shall not contain any viruses or other contaminating or destructive devices or features. Material contained in Postings shall not be misleading, inaccurate, defamatory, indecent, offensive, threatening, discriminatory, obscene or otherwise not in accordance with applicable laws. Postings shall also not be used to carry out or solicit any unlawful activity.

(c) All information (including but not limited to ideas, suggestions, concepts and graphics), submitted to Rand Refinery through this website shall become its exclusive property. Except as provided by applicable data privacy legislation, Rand Refinery shall not be subject to any obligation of confidentiality and shall be free to use the information for any purpose.

**Exclusions:**

**Warranty Exclusion:**

THE PUBLIC MATERIAL ARE AVAILABLE FREE OF CHARGE ON AN "AS IS" BASIS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RAND REFINERY EXCLUDES ALL WARRANTIES, REPRESENTATIONS OR UNDERSTANDINGS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUSES AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS.

RAND REFINERY RESERVES THE RIGHT AT ANY TIME AND WITHOUT NOTICE TO CHANGE, AMEND OR OTHERWISE VARY THESE TERMS AND CONDITIONS AND THE WEBSITE MATERIAL.

**Exclusion of Liability:**

RAND REFINERY SHALL NOT BE LIABLE FOR LOSS ARISING OUT OF USE OF THE PUBLIC MATERIAL, WHETHER -

(A) DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR

(B) ANY LOSS OF PROFITS, REVENUE, CONTRACTS, DATA, GOODWILL, WORK STOPPAGE OR COMPUTER FAILURE.

THIS EXCLUSION OF LIABILITY SHALL APPLY EVEN IF RAND REFINERY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RAND REFINERY EXCLUDES ANY LIABILITY FOR ANY ERRORS IN OR OMISSIONS FROM INFORMATION, MATERIAL AND FUNCTIONS INCLUDED IN THE PUBLIC MATERIAL.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW RAND REFINERY DISCLAIMS ALL LIABILITY FOR NEGLIGENCE, APART FROM DAMAGES FOR DEATH, PERSONAL INJURY OR FRAUDULENT MISREPRESENTATION.

YOUR RIGHTS AS A CONSUMER (IF ANY) ARE NOT AFFECTED BY THESE PROVISIONS.

**Links:**

(a) By using hypertext or other computer links you shall be able to access other website pages on the Internet which are not part of Rand Refinery's web pages. Rand Refinery cannot vet or modify these web pages and it hereby excludes all liability for the contents of other websites or home pages that are linked to its website.

(b) Rand Refinery shall have no liability in respect of material hyper-linked to its website which may be misleading, inaccurate, defamatory, indecent, offensive, threatening, discriminatory, obscene or otherwise not in accordance with applicable laws.

(c) The provision by Rand Refinery of a link to another website does not constitute any authorisation to access material held at that location, nor is it evidence of any endorsement by Rand Refinery of the material held there.

**Trademarks, designs or patents:**

Rand Refinery is a registered trademark of Rand Refinery. The display of any of Rand Refinery's trade names, trademarks, designs, and patents within the Website Material does not imply that any licence has been granted to any third party in respect of the use thereof.

All third party product or company names, devices, logos, icons, graphics or designs referred in the Website Material are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners. Rand Refinery intends no infringement of such trademarks.

The appearance of or absence of products, services, companies, organisations, home pages or other websites on this website does not imply any endorsement or non-endorsement thereof by Rand Refinery.

**Data Protection Consent:**

(a) By agreeing to these terms and conditions, you also agree to the terms of Rand Refinery's Data Protection Terms and Conditions [\(CLICK HERE TO ACCESS RAND REFINERY'S DATA PROTECTION TERMS AND CONDITIONS\)](#).

(b) Information in terms of which (if any) data is held about you can be obtained by contacting Rand Refinery at the following mail address: [gold@gold.co.za](mailto:gold@gold.co.za)

(c) In accordance with data protection legislation, Rand Refinery reserves the right to charge a fee for providing such information.

**Miscellaneous:**

Should you have any questions concerning these website terms and conditions, please contact Rand Refinery at the e-mail address provided above. All rights not expressly granted in these terms and conditions are expressly reserved.

**Indemnity:**

You agree to indemnify Rand Refinery and keep it indemnified against all claims, charges, demands, damages, liabilities, losses and expenses of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the cost of defending or prosecuting any claim and any loss of profit, goodwill and any other direct or consequential loss), incurred or suffered by Rand Refinery directly or indirectly by reason of any act or omission which you commit in breach of these terms and conditions and the obligations and warranties contained herein.

**Governing Law & Disputes:**

You irrevocably agree that the courts of the Republic of South Africa shall have exclusive jurisdiction to resolve any dispute or claim of whatever nature arising out of or relating to this website and that the laws of the Republic of South Africa shall govern such dispute or claim.

However, Rand Refinery retains the right to bring legal proceedings in any jurisdiction where it believes that infringement of its Intellectual Property Rights or breach of these website Terms and Conditions has taken place or is originating.

You are responsible for compliance with the applicable laws of the country from which you are accessing this website. Rand Refinery operates this website from the Republic of South Africa and make no representation that the information contained herein is appropriate or available for use in other jurisdictions outside the Republic of South Africa.